

B-24 Special Provisions for Participants Who Were Former Participants of Sealed Power Technologies Limited Partnership Pension Plan No. 302 or Who Are Former Sealed Power Technologies Limited Partnership Employees.

(a) Merger. Effective as of the close of business on December 31, 1995, the liabilities and assets of the Sealed Power Technologies Limited Partnership Pension Plan No. 302 (the "SPT Plan 302") and its constituent trust fund were merged into this Plan and into the SPX Corporation Pension Trust 2, respectively.

(b) Participation. Effective January 1, 1996, each employee of Sealed Power Technologies Limited Partnership ("SPT") who was a participant in SPT Plan 302 on December 31, 1995 shall become a Participant under this Plan.

(c) Continuous and Credited Service. Effective January 1, 1996, the service of each SPT employee described in subsection (b) above for participation, vesting, and benefit accrual purposes as shown on the records of SPT Plan 302 shall be transferred to this Plan as Continuous Service and Credited Service, respectively. From and after January 1, 1996, each such SPT employee shall be credited with Continuous Service and Credited Service pursuant to the terms of this Plan.

(d) Former SPT Employees with Benefits Being Paid on December 31, 1995. Effective as of January 1, 1996, all benefits of former SPT Plan 302 Participants whose benefits under SPT Plan 302 were, as disclosed by the records of SPT Plan 302 —

- (1) in pay status prior to January 1, 1996; or
- (2) the subject of a valid retirement benefit election or direction prior to January 1, 1996

shall become liabilities of this Plan and be paid by this Plan. All such benefits shall be paid in accordance with the terms of SPT Plan 302 and shall be as disclosed by the records of SPT Plan 302.

(e) Terminated Vested SPT Employees with Benefits Not Being Paid on December 31, 1995. Effective as of January 1, 1996, all benefits of SPT employees who had terminated employment with the Company prior to January 1, 1996 with a vested right to a retirement benefit under SPT Plan 302 but had not yet begun to receive that benefit shall become liabilities of this Plan and be paid by this Plan in accordance with this Appendix B-24. Set forth in the records of this Plan is information needed to calculate the accrued benefit payable at Normal Retirement Age to former SPT employees. Such benefits shall be expressed as a monthly payment of a lifetime only benefit commencing at Normal Retirement Age, and shall be paid by this Plan in the forms of payment provided by this Plan.

(f) Active SPT Employees on December 31, 1995. Effective as of January 1, 1996, all benefits under SPT Plan 302 of SPT employees who —

- (1) were actively employed by SPT on December 31, 1995;
- (2) satisfied SPT Plan 302's eligibility requirements as of December 31, 1995; and
- (3) continued their employment with the Employer after December 31, 1995

shall become liabilities of this Plan. On the Retirement Date of each such SPT employee, his benefit, including any benefit accrued during his participation in this Plan, shall be paid in accordance with the terms of this Plan in the annuity forms provided under Section 6.7 and the optional forms provided under Sections 6.8 and 15.

(g) Protection of Benefits. Each former SPT Employee (whether or not actively employed by the Company on December 31, 1995) shall be entitled to receive a benefit under this Plan immediately after the merger and transfer of assets and liabilities described in subsection (a) above (if this Plan then terminated) which is at least equal to the benefit he would have been entitled to receive from SPT Plan 302 immediately before the merger (if SPT Plan 302 had then terminated).

(h) Automatic Supplements (for Retirements prior to January 1, 1991). Effective January 1, 1997, all former SPT Plan 302 Participants and the Surviving Spouses of former SPT Participants (1) who retired before January 1, 1991, (2) whose benefits are now being paid from this Plan pursuant to Appendix B-24(d) above, and (3) who are now receiving health insurance through the SPX Corporation Health and Dental Plan for Retired Salaried Employees, shall be paid a forty dollar (\$40.00) per month supplemental benefit, in addition to the retirement benefit to which such individuals were entitled pursuant to SPT Plan 302 and Appendix B-24(d) above. These Supplements shall be paid as follows:

- (i) The supplement shall commence with the retirement benefit payable for the month of January 1997.
- (ii) The supplement shall continue to the Surviving Spouse of a former SPT Plan Participant who was entitled under this Appendix B-24(h) if the Surviving Spouse is eligible for continued health insurance under the SPX Corporation Health and Dental Plan for Retired Salaried Employees. In such a case, the survivor benefit payable to the Surviving Spouse (if any) shall be determined without regard to the supplemental benefit of this Appendix B-24(h). The full supplemental benefit of forty dollars (\$40.00) shall then be added to such survivor benefit and paid monthly to the Surviving Spouse for so long as he or she shall receive health insurance benefits. Upon the cessation of payment to the Surviving Spouse of health insurance benefits, the supplemental benefit of this Appendix B-24(h) shall also cease.

B-25 1996 Special Incentive Early Retirement Benefit. The following provisions shall apply to the enhanced Early Retirement Benefit (the "1996 Special Early Retirement Benefit") that the Company shall offer to selected Participants during a window period opening March 5, 1996 and generally closing April 18, 1996.

(a) Eligibility. Any Participant--

- (1) who completes at least five years of Vesting Service by December 31, 1996;
- (2) who attains age 55 by December 31, 1996;
- (3) whose Continuous Service terminates on a date determined by the Company during the period beginning on March 5, 1996 and ending on or about April 18, 1996 on account of his Early Retirement (and not Disability);
- (4) who is employed by the Company in its Sealed Power Division and who, based on the Company's determination of its future organizational requirements, is designated by the Company to receive an offer of a 1996 Special Early Retirement Benefit; and
- (5v) who files with the Company a written Acceptance of Special Early Retirement Benefits and Release in the form prepared and in the manner specified by the Company between March 5, 1996 and on or about April 18, 1996.

(b) Amount. The amount of an eligible Participant's 1996 Special Early Retirement Benefit shall be determined as follows:

- (1) In the case of a Participant who is at least age 62 (but not yet age 65) at the time of retirement, he shall receive a 1996 Special Early Retirement Benefit on the following terms:
 - (i) The Participant shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
 - (ii) During the first 24 months following the commencement of benefits, the Participant shall also receive a Social Security supplement equal to \$400 per month. If the Participant's 1996 Special Early Retirement Benefit is being paid --
 - (A) in the form of a Qualified Joint and Survivor Annuity, or
 - (B) in any optional form of benefit described in Section 6.8, Options 1 through 4, with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies during such 24-month period, a reduced Social Security supplement equal to \$200 per month shall be

payable to the Participant's Surviving Spouse for the remainder of such 24-month period.

- (iii) The Participant's first 1996 Special Early Retirement Benefit payment shall include a one-time bonus payment determined as follows:

<i>Years of Credited Service at Retirement Date</i>	<i>Bonus Payment</i>
Less than 25	12 weeks salary
25 to 29	15 weeks salary
30 to 32	18 weeks salary
33 to 36	21 weeks salary
37 or more	24 weeks salary

- (2) In the case of a Participant who is at least age 58 (but not yet age 62) at the time of retirement, he shall receive a 1996 Special Early Retirement Benefit on the following terms:

- (i) The Participant shall be deemed to be eligible for, and shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
- (ii) The Participant shall also receive a Social Security supplement equal to \$400 per month until he attains age 62 or, if later, until he has received 24 Social Security supplement payments. If the Participant's 1996 Special Early Retirement Benefit is being paid --
- (A) in the form of a Qualified Joint and Survivor Annuity, or
- (B) or in any optional form of benefit described in Section 6.8, Options 1 through 4, with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies before he has received all the Social Security supplement payments to which he is entitled, a reduced Social Security supplement equal to \$200 per month shall be payable to the Participant's Surviving Spouse until the date on which the deceased Participant would have attained age 62 or, if later, until the number of Social Security supplement payments received by the Participant and his Surviving Spouse, collectively, totals 24.

- (iii) The Participant's first 1996 Special Early Retirement Benefit payment shall include a one-time bonus payment determined as follows:

<i>Years of Credited Service at Retirement Date</i>	<i>Bonus Payment</i>
Less than 20	6 weeks salary
20 to 29	9 weeks salary
30 or more	12 weeks salary

(3) In the case of a Participant who is age 57 or younger at the time of retirement, he shall receive a 1996 Special Early Retirement Benefit on the following terms:

- (i) The Participant shall be deemed to be eligible for, and shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
- (ii) The Participant shall also receive a Social Security supplement equal to \$400 per month until he attains age 62. If the Participant's 1996 Special Early Retirement Benefit is being paid --

- (A) in the form of a Qualified Joint and Survivor Annuity, or
- (B) in any optional form of benefit described in Section 6.8, Options 1 through 4, with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies prior to attainment of age 62, a reduced Social Security supplement equal to \$200 per month shall be payable to the Participant's Surviving Spouse until the date on which the deceased Participant would have attained age 62.

- (iii) The Participant's first 1996 Special Early Retirement Benefit payment shall include a one-time bonus payment equal to 4 weeks of compensation.

(4) For purposes of this Appendix B-25(b), "salary" means the Participant's regular weekly pay, exclusive of bonuses, overtime, or shift differential (if applicable), increased by salary reduction amounts described in Section 2.1(k)(1) and decreased by amounts described in Section 2.1(k)(2).

B-26 Special Provisions for Members Who Were Former Participants of SPX Corporation Manchester Plant Pension Plan.

(a) General. Effective as of February 7, 1997, the assets of the Company's facility at Manchester, Missouri were sold to Dana Corporation ("Dana"). Certain employees working at that facility on February 7, 1997 were participants in the SPX Corporation Manchester Plant Pension Plan (the "Manchester Plan"). Under the terms of the sale, Dana did not assume any legal responsibility for maintaining the Manchester Plan after the closing. Accordingly, as a result of Dana's purchase of the Company's Manchester facility, persons who --

- (1) were covered by the Manchester Plan on February 7, 1997; and
- (2) transferred to covered employment with Dana after February 7, 1997

(hereinafter "Dana Transferees") ceased to be Eligible Employees under the Manchester Plan as of February 7, 1997, and their benefit under the Manchester Plan on February 7, 1997 became frozen, based on their Years of Credited Service and the applicable benefit rate on that date. Except as otherwise provided under this Appendix B-26, Dana Transferees shall not receive credit for Vesting Service or Credited Service under the Manchester Plan for their employment with Dana after February 7, 1997.

(b) Merger. Effective as of the close of business on December 31, 1997, the liabilities and assets of the Manchester Plan and its constituent trust fund were merged into this Plan and into the SPX Corporation Master Retirement Trust, respectively. As a result of that merger, the benefits of former participants under the Manchester Plan ("Manchester Plan Participants") shall be paid by this Plan, subject to the terms of this Appendix B-26. Such former Manchester Plan Participants shall accordingly become Participants under this Plan, but solely within the terms of this Appendix B-26.

(c) Former Manchester Plan Participants with Benefits Being Paid on December 31, 1997. Effective as of January 1, 1998, all benefits of former Manchester Plan Participants whose benefits under the Manchester Plan were, as disclosed by the records of the Manchester Plan --

- (1) in pay status prior to January 1, 1998; or
- (2) the subject of a valid retirement benefit election or direction prior to January 1, 1998

shall become liabilities of this Plan and be paid by this Plan. All such benefits shall be paid in accordance with the terms of the Manchester Plan and shall be as disclosed by the records of the Manchester Plan.

(d) Terminated Vested Manchester Plan Participants with Benefits Not Being Paid on December 31, 1997. Effective as of January 1, 1998, all benefits of former Manchester Plan Participants who had terminated employment with the Company prior to January 1, 1998 with a vested right to a retirement benefit under the Manchester Plan

but had not yet begun to receive that benefit shall become liabilities of this Plan and be paid by this Plan in accordance with this Appendix B-26.

- Set forth in the records of this Plan is information needed to calculate the accrued benefits payable at Normal Retirement Age to former Manchester Plan Participants. Such benefits shall be expressed as a monthly payment of a lifetime only benefit commencing at age 65. Benefits shall be payable to former Manchester Plan Participants as follows:

- (1) Any former Manchester Plan Participant who attains Normal Retirement Age shall be eligible for a normal retirement benefit as described in Section 4.1 of the Manchester Plan, regardless of whether he is actively employed by Dana when he attains Normal Retirement Age.
- (2) Any former Manchester Plan Participant who completes 10 or more Years of Credited Service and attains age 55 shall be eligible for an early retirement benefit as described in Section 4.2 of the Manchester Plan, regardless of whether he is actively employed by Dana when he satisfies the age and service requirements for an early retirement benefit. The early retirement benefit payable to a Manchester Plan Participant shall be reduced by one-half percent ($\frac{1}{2}\%$) for each complete calendar month the payment of such benefit precedes his attainment of --
 - (i) age 62, if he is not actively employed by Dana when his early retirement benefit under this Plan begins; or
 - (ii) Normal Retirement Age, if he is actively employed by Dana when his early retirement benefit under this Plan begins.
- (3) Any former Manchester Plan Participant who --
 - (i) becomes a Dana Transferee;
 - (ii) completes 10 or more Years of Credited Service;
 - (iii) meets the requirements for a disability retirement benefit pursuant to Section 3.3 of the Manchester Plan; and
 - (iv) terminates his employment with Dana on account of a permanent and total disability as described in Section 3.3(b) of the Manchester Plan

shall be eligible for a disability retirement benefit as described in Sections 4.3 and 5.2(c) of the Manchester Plan.

Notwithstanding any other provision of the Plan, effective December 30, 2000, for purposes of this Appendix B-22(d)(3), a former Manchester Plan Participant shall be deemed to meet the

requirements for a disability retirement benefit pursuant to Section 3.3 of the Manchester Plan if the Social Security Administration or the appropriate state agency has determined that he is under a disability as defined under Sections 216(i) and 223(d) of the Social Security Act.

- (4) Any former Manchester Plan Participant who does not meet the specifications described in paragraphs (1), (2), or (3) above and completes 5 or more Years of Vesting Service shall be eligible for a deferred vested retirement benefit as described in Section 4.4 of the Manchester Plan, regardless of whether he is actively employed by Dana when he satisfies the requirements for a deferred vested retirement benefit.
- (i) The deferred vested retirement benefit payable to a Manchester Plan Participant shall be reduced by one-half percent ($\frac{1}{2}\%$) for each complete calendar month the payment of such benefit precedes his Normal Retirement Age.
- (ii) If a Manchester Plan Participant who qualifies for a deferred vested retirement benefit pursuant to this paragraph (4) dies before the date on which his retirement benefit is to commence under this Appendix B-26 and is survived by a Spouse, the Spouse, in the absence of an election to waive coverage pursuant to (B) below, shall receive a Qualified Preretirement Survivor Annuity ("QPSA"), subject to the following conditions:
- (A) In order to cover the cost of automatic QPSA coverage, the deferred vested retirement benefit of a Manchester Plan Participant shall be reduced by the applicable percentage from the schedule below for each month the protection is in effect for that individual:

<i>Manchester Plan Participant's Age</i>	<i>Reduction</i>
55 - 64	0.067%
45 - 54	0.0033%
Below 45	0.008%

- (B) A former Manchester Plan Participant who is eligible to receive a deferred vested retirement benefit may elect to waive automatic QPSA coverage at any time beginning --

- (I) on the date he terminated employment with the Company, if he had at least 5 Years of Vesting service on February 7, 1997 (effective as of July 1, 2001, this section shall be deleted); or
- (II) on the date he completes at least 5 Years of Vesting Service, including Years of Vesting Service credited for Dana employment pursuant to subsection (e) below, if he did not have at least 5 Years of Vesting Service on February 7, 1997, and

ending on his date of death. Any such waiver shall be governed by the rules applicable to the waiver of a Member's Account Balance PRSA under Section 6.9(c).

- (iii) Within the applicable election period and consistent with any regulations prescribed under the Code, the Committee shall provide the Manchester Plan Participant with a written notice explaining the QPSA. Such notice shall conform to the requirements governing the notice explaining a Member's Account Balance PRSA under Section 6.9(d).

- (5) All benefits provided pursuant to paragraphs (1), (2), (3), and (4) above shall be subject to the annuity requirements specified in Section 6.6 of this Plan and be payable in the following optional forms provided under Sections 5.4 and 5.5 of the Manchester Plan only (and not in the optional forms provided in Section 6.8 of this Plan):

- (i) a lifetime only benefit;
- (ii) a ten-year period certain and life benefit; or
- (iii) a lump sum payment.

- (6) All of the above described benefits shall be available for payment to former Manchester Plan Participants on or after December 31, 1997. (Former Manchester Plan Participants may elect to defer the commencement of any benefit having a present value greater than \$3,500 and therefore not subject to mandatory immediate cash-out, all in accordance with Section 15 of this Plan.)

(e) Vesting Service for Dana Employment. Dana Transferees shall not be credited with Vesting Service under this Appendix B-26 for employment with Dana after February 7, 1997, except for the purpose of eligibility to receive a deferred vested retirement benefit pursuant to Section 4.4 of the Manchester Plan. For such purpose, their Vesting Service after February 7,

1997 shall be determined in accordance with the records of the tax-qualified retirement plan established by Dana for Dana Transferees (the "Dana Plan").

(f) Credited Service for Dana Employment. The amount of any Dana Transferee's benefit under this Plan shall be determined on the basis of his Years of Credited Service and the applicable benefit rate on February 7, 1997. Dana Transferees shall not be credited with Credited Service under this Appendix B-26 for employment with Dana after February 7, 1997, except for purposes of eligibility to receive an early retirement benefit and a disability retirement benefit pursuant to Sections 4.2 and 4.3, as applicable, of the Manchester Plan. For such purposes, their Credited Service after February 7, 1997 shall be determined in accordance with records maintained by the Dana Plan.

(g) Proration of Early Retirement and Other Subsidized Benefits. When a Dana Transferee retires under the Dana Plan, any subsidies applicable to his early retirement benefit or disability retirement benefit under this Appendix B-26 shall be prorated between this Plan and the Dana Plan on the basis of a fraction--

- (1) the numerator of which is his Years of Credited Service for benefit accrual purposes under the Manchester Plan, and
- (2) the denominator of which is the sum of his Years of Credited Service for benefit accrual purposes under--
 - (i) the Manchester Plan, and
 - (ii) the Dana Plan;

provided, however, that if any such subsidy is maximized when a Dana Transferee attains a fixed number of Years of Credited Service, his recognized Years of Credited Service under the Dana Plan in (2)(ii) above shall be limited to the number which, when added to all of his Years of Credited Service under the Manchester Plan in (2)(i) above, equals the fixed number of Years of Credited Service at which such subsidy is maximized. For purposes of calculating the amount of any subsidy applicable to a Dana Transferee's benefit under this Appendix B-26, no portion of any increase in the benefit rate under the Dana Plan after February 7, 1997 shall be allocable to his benefit under the Manchester Plan, and no part of such prorated subsidy shall be payable while a Dana Transferee remains employed by Dana.

(h) Protection of Benefits. Each Manchester Plan Participant (whether or not actively employed by the Company on December 31, 1997) shall be entitled to receive a benefit under this Plan immediately after the merger and transfer of assets and liabilities described in subsection (b) above (if this Plan then terminated) which is at least equal to the benefit he would have been entitled to receive from the Manchester Plan immediately before the merger (if the Manchester Plan had then terminated).

(i) Definitions. For purposes of this Appendix B-26, the following words and phrases shall have the meanings stated in this Plan or stated below, unless a different meaning is plainly required by the context:

- (1) "Normal Retirement Age" means the later of --
 - (i) attainment of age sixty-five (65); or
 - (ii) the fifth anniversary of a Manchester Plan Participant's commencement of participation in the Manchester Plan.
- (2) "Plan Year" means the calendar year.
- (3) "Spouse" means a Manchester Plan Participant's spouse or surviving spouse; provided, however, that a Manchester Plan Participant's former spouse shall be treated as his spouse or surviving spouse to the extent provided under a qualified domestic relations order that meets the requirements of Code Section 414(p).
- (4) "Years of Credited Service" or "Credited Service" means the years and fractional parts of years of service of a Manchester Plan Participant computed under Article II of the Manchester Plan for the purpose of determining the amount of a benefit payable under the Manchester Plan and his eligibility for an early or disability retirement benefit under the Manchester Plan.
- (5) "Years of Vesting Service" or "Vesting Service" means the years and fractional parts of years of service of a Manchester Plan Participant computed under Article II of the Manchester Plan for the purpose of determining his eligibility for a deferred vested retirement benefit under the Manchester Plan.

B-27 Special Provisions for A.R. Brasch Marketing, Inc. Employees. On March 17, 1997, the Company acquired A.R. Brasch Marketing, Inc. ("Brasch"). Prior to the acquisition, Brasch employees participated in a defined contribution plan sponsored by Brasch which permitted participants to make elective salary deferrals pursuant to Code Section 401(k). Effective January 1, 1998, former Brasch employees became eligible to participate in this Plan. For purposes of eligibility to participate in this Plan, the Continuous Service Commencement Date for such former Brasch employees shall be the first date each such employee first performed an hour of service with Brasch. For vesting purposes, the Continuous Service Commencement Date for such former Brasch employees shall be March 17, 1997. Each such employee shall automatically become a Participant in this Plan on January 1, 1998, provided that –

(a) the one-year anniversary of his Continuous Service Commencement Date for participation purposes occurred on or before January 1, 1998, or

(b) he is an Employee of the Company on or after January 1, 1998 on the one-year anniversary of his Continuous Service Commencement Date for participation purposes.

B-28 1998 Special Incentive Early Retirement Benefit for SPX Power Team Employees. The following provisions shall apply to the enhanced Early Retirement Benefit (the "1998 Special Early Retirement Benefit for Power Team Employees") that the Company shall offer to selected Participants in its Power Team Division during a window period opening and closing during the 1998 Plan Year.

(a) Eligibility. Any Participant –

- (1) who completed at least ten years of Continuous Service by July 1, 1997;
- (2) who attains age 55 by July 1, 1998;
- (3) whose Continuous Service terminates on a date determined by the Company on account of his Early Retirement (and not Disability);
- (4) who is employed by the Company in its Power Team Division and who, based on the Company's determination of its future organizational requirements, is designated by the Company to receive an offer of a 1998 Special Early Retirement Benefit for Power Team Employees; and
- (5) who files with the Company a written Acceptance of Special Early Retirement Benefits and Release, in the form prepared and in the manner specified by the Company, not later than 45 days after such Participant receives from the Company a written offer for a 1998 Special Early Retirement Benefit for Power Team Employees.

(b) Amount. The amount of an eligible Participant's 1998 Special Early Retirement Benefit for Power Team Employees shall be determined as follows:

- (1) In the case of a Participant who is at least age 62 at the time of retirement, he shall receive a 1998 Special Early Retirement Benefit for Power Team Employees on the following terms:
 - (i) The Participant shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
 - (ii) During the first 24 months following the commencement of benefits, the Participant shall also receive a Social Security supplement equal to \$400 per month. If the Participant's 1998 Special Early Retirement Benefit for Power Team Employees is being paid--
 - (A) in the form of a Qualified Joint and Survivor Annuity, or
 - (B) in any optional form of benefit described in Section 6.8, Options 1 through 4, with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies during such 24-month period, a reduced Social Security supplement equal to \$200 per month shall be

payable to the Participant's Surviving Spouse for the remainder of such 24-month period.

- (iii) The Participant's first 1998 Special Early Retirement Benefit for Power Team Employees payment shall include a one-time bonus payment determined as follows:

<i>Years of Credited Service at Retirement Date</i>	<i>Bonus Payment</i>
Less than 25	12 weeks salary
25 to 29	15 weeks salary
30 to 32	18 weeks salary
33 to 36	21 weeks salary
37 or more	24 weeks salary

- (2) In the case of a Participant who is at least age 58 (but not yet age 62) at the time of retirement, he shall receive a 1998 Special Early Retirement Benefit for Power Team Employees on the following terms:
- (i) The Participant shall be deemed to be eligible for, and shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
- (ii) The Participant shall also receive a Social Security supplement equal to \$400 per month until he attains age 62 or, if later, until he has received 24 Social Security supplement payments. If the Participant's 1998 Special Early Retirement Benefit for Power Team Employees is being paid--
- (A) in the form of a Qualified Joint and Survivor Annuity, or
- (B) or in any optional form of benefit described in Section 6.8, Options 1 through 4, with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies before he has received all the Social Security supplement payments to which he is entitled, a reduced Social Security supplement equal to \$200 per month shall be payable to the Participant's Surviving Spouse until the date on which the deceased Participant would have attained age 62 or, if later, until the number of Social Security supplement payments received by the Participant and his Surviving Spouse, collectively, totals 24.

- (iii) The Participant's first 1998 Special Early Retirement Benefit for Power Team Employees payment shall include a one-time bonus payment determined as follows:

<i>Years of Credited Service at Retirement Date</i>	<i>Bonus Payment</i>
Less than 20	6 weeks salary
20 to 29	9 weeks salary
30 or more	12 weeks salary

- (3) In the case of a Participant who is age 57 or younger at the time of retirement, he shall receive a 1998 Special Early Retirement Benefit for Power Team Employees on the following terms:
- (i) The Participant shall be deemed to be eligible for, and shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
 - (ii) The Participant shall also receive a Social Security supplement equal to \$400 per month until he attains age 62. If the Participant's 1998 Special Early Retirement Benefit for Power Team Employees is being paid--
 - (A) in the form of a Qualified Joint and Survivor Annuity, or
 - (B) in any optional form of benefit described in Section 6.8, Options 1 through 4 with the Participant's Surviving Spouse as the joint annuitant,
 and the Participant dies prior to attainment of age 62, a reduced Social Security supplement equal to \$200 per month shall be payable to the Participant's Surviving Spouse until the date on which the deceased Participant would have attained age 62.
 - (iii) The Participant's first 1998 Special Early Retirement Benefit for Power Team Employees payment shall include a one-time bonus payment equal to 4 weeks of salary.
- (4) For purposes of this Appendix B-28(b), "salary" means the Participant's regular weekly pay, exclusive of bonuses, overtime, or shift differential (if applicable), increased by salary reduction amounts described in Section 2.1(j)(1) and decreased by amounts described in Section 2.1(j)(2).

B-29 1998 Special Incentive Early Retirement Benefit for Service Solutions Employees. The following provisions shall apply to the enhanced Early Retirement Benefit (the "1998 Special Early Retirement Benefit for Service Solutions Employees") that the Company shall offer to selected Participants in its Service Solutions Division during a window period opening November 15, 1998 and closing March 31, 1999.

(a) Eligibility. Any Participant --

- (1) who completes at least five years of Continuous Service by March 31, 1999;
- (2) who attains age 55 by March 31, 1999;
- (3) whose Continuous Service terminates on a date determined by the Company on account of his Early Retirement (and not Disability);
- (4) who is employed by the Company in its Service Solutions Division and who, based on the Company's determination of its future organization requirements, is designated by the Company to receive an offer of a 1998 Special Early Retirement Benefit for Service Solutions Employees; and
- (5) who files with the Company a written Acceptance of Special Early Retirement Benefits and Release, in the form prepared and in the manner specified by the Company, not earlier than November 15, 1998 and not later than 45 days after such Participant receives from the Company a written offer for a 1998 Special Early Retirement Benefit for Service Solutions Employees.

(b) Amount. The amount of an eligible Participant's 1998 Special Early Retirement Benefit for Service Solutions Employees shall be:

- (1) his Accrued Benefit as of his date of termination with the Company; plus
- (2) his special early retirement incentive, expressed as an immediate lump sum payment equal to:
 - (A) 50% of his Compensation in 1997; plus
 - (B) 2% of his Compensation in 1997 multiplied by the excess of his full years of Continuous Service (not exceeding 30 years of Continuous Service) over 5; plus
 - (C) \$5,000.

(c) Form of Payment for Accrued Benefit. An eligible Participant's Accrued Benefit under (b)(1) above shall be subject to the annuity requirements specified in Section 6.6 and be payable in any of the optional forms provided in Section 6.8.

(d) Form of Payment for Special Early Retirement Incentive. An eligible Participant's special early retirement incentive under (b)(2) above shall be subject to the annuity requirements specified in Section 6.6 and be payable in any of the optional forms provided in Section 6.8.

B-30 1998 Special Incentive Early Retirement Benefit for SPX Acutex Employees. The following provisions shall apply to the enhanced Early Retirement Benefit (the "1998 Special Early Retirement Benefit for Acutex Employees") that the Company shall offer to selected Participants in its Acutex Division during a window period opening and closing during the 1998 Plan Year.

(a) Eligibility. Any Participant --

- (1) who completed at least ten years of Continuous Service by July 1, 1997;
- (2) who attains age 55 by July 1, 1998;
- (3) whose Continuous Service terminates on a date determined by the Company on account of his Early Retirement (and not Disability);
- (4) who is employed by the Company in its Acutex Division and who, based on the Company's determination of its future organizational requirements, is designated by the Company to receive an offer of a 1998 Special Early Retirement Benefit for Acutex Employees; and
- (5) who files with the Company a written Acceptance of Special Early Retirement Benefits and Release, in the form prepared and in the manner specified by the Company, not later than 45 days after such Participant receives from the Company a written offer for a 1998 Special Early Retirement Benefit for Acutex Employees.

(b) Amount. The amount of an eligible Participant's 1998 Special Early Retirement Benefit for Acutex Employees shall be determined as follows:

- (1) In the case of a Participant who is at least age 58 at the time of retirement, he shall receive a 1998 Special Early Retirement Benefit for Acutex Employees on the following terms:
 - (i) The Participant shall be deemed to be eligible for, and shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
 - (ii) The Participant shall also receive a Social Security supplement equal to \$400 per month until he attains age 62 or, if later, until he has received 24 Social Security supplement payments. If the Participant's 1998 Special Early Retirement Benefit for Acutex Employees is being paid --
 - (A) in the form of a Qualified Joint and Survivor Annuity, or
 - (B) or in any optional form of benefit described in Section 6.8, Options 1 through 4, with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies before he has received all the Social Security supplement payments to which he is entitled, a reduced

Social Security supplement equal to \$200 per month shall be payable to the Participant's Surviving Spouse until the date on which the deceased Participant would have attained age 62 or, if later, until the number of Social Security supplement payments received by the Participant and his Surviving Spouse, collectively, totals 24.

- (iii) The Participant's first 1998 Special Early Retirement Benefit for Acutex Employees payment shall include a one-time bonus payment determined as follows:

<i>Years of Credited Service at Retirement Date</i>	<i>Bonus Payment</i>
Less than 20	6 weeks salary
20 to 29	9 weeks salary
30 or more	12 weeks salary

- (2) In the case of a Participant who is age 57 or younger at the time of retirement, he shall receive a 1998 Special Early Retirement Benefit for Acutex Employees on the following terms:

- (i) The Participant shall be deemed to be eligible for, and shall receive an unreduced Early Retirement Benefit in accordance with Section 6.13(b)(i).
- (ii) The Participant shall also receive a Social Security supplement equal to \$400 per month until he attains age 62. If the Participant's 1998 Special Early Retirement Benefit for Acutex Employees is being paid—
- (A) in the form of a Qualified Joint and Survivor Annuity, or
- (B) in any optional form of benefit described in Section 6.8, Options 1 through 4 with the Participant's Surviving Spouse as the joint annuitant,

and the Participant dies prior to attainment of age 62, a reduced Social Security supplement equal to \$200 per month shall be payable to the Participant's Surviving Spouse until the date on which the deceased Participant would have attained age 62.

- (iii) The Participant's first 1998 Special Early Retirement Benefit for Acutex Employees payment shall include a one-time bonus payment equal to 4 weeks of salary.
- (4) For purposes of this Appendix B-30(b), "salary" means the Participant's regular weekly pay, exclusive of bonuses, overtime, or shift differential (if

applicable), increased by salary reduction amounts described in Section 2.1(k)(1) and decreased by amounts described in Section 2.1(k)(2).

B-31 Special Provisions for Participants Who Were Former Participants under Corporate Retirement Plan of General Signal Corporation or Pension Plan for Hourly Employees of General Signal Corporation.

(a) Acquisition. Effective October 6, 1998, a wholly owned subsidiary of the Company merged with General Signal Corporation ("GSX"). Effective as of the date of merger, GSX employees became Employees as that term is defined under this Plan.

(b) Merger. Effective as of the close of business on November 30, 1998, the benefits and liabilities of --

- (1) the Corporate Retirement Plan of General Signal Corporation (the "GSX Corporate Plan"); and
- (2) the Pension Plan for Hourly Employees of General Signal Corporation (the "GSX Hourly Plan")

were merged into this Plan, and the trust fund assets of the GSX Corporate Plan and the GSX Hourly Plan became assets of the SPX Corporation Pension Trust.

(c) Participation. Effective December 1, 1998, each former GSX employee who was a participant under the GSX Corporate Plan or the GSX Hourly Plan on November 30, 1998 shall become a Participant under this Plan, subject to the special provisions of this Appendix B-31. All such employees are referred to in this Appendix B-31 as "GSX Group Employees." Each GSX employee who was not yet a participant in either the GSX Corporate Plan or the GSX Hourly Plan on December 1, 1998 shall participate in this Plan pursuant to Section 3.1 as if this Plan had been in effect from his date of hire, and are otherwise not subject to this Appendix B-31.

(d) Continuous and Credited Service. Effective December 1, 1998, the Continuous Employment or Continuous Service (for vesting purposes) and the Credited Service or Benefit Service (for benefit accrual purposes) with respect to each GSX Group Employee who was a participant in the GSX Corporate Plan or the GSX Hourly Plan on November 30, 1998 as shown on the records of the GSX Corporate Plan or the GSX Hourly Plan shall be transferred to this Plan as Continuous Service and Credited Service, respectively. Between December 1, 1998 and December 31, 1998, each such GSX Group Employee shall be credited with Continuous Service and Credited Service in accordance with the service-crediting provisions of the GSX Corporate Plan or the GSX Hourly Plan, as applicable. After 1998, each such GSX Group Employee shall be credited with service for purposes of eligibility, vesting, and benefit accruals pursuant to Section 4 of this Plan.

(e) Former GSX Group Employees with Benefits Being Paid on November 30, 1998. Effective as of December 1, 1998, all benefits of former GSX Group Employees whose benefits under the GSX Corporate Plan or the GSX Hourly Plan were --

- (1) in pay status on November 30, 1998; or

- (2) were the subject of a valid retirement benefit election or direction on or before November 30, 1998

shall become liabilities of this Plan and be paid by this Plan in accordance with the terms of the GSX Corporate Plan or the GSX Hourly Plan, respectively, and as disclosed by the records of the GSX Corporate Plan or the GSX Hourly Plan, respectively.

(f) Terminated Vested GSX Group Employees with Benefits Not Being Paid on November 30, 1998. Effective as of December 1, 1998, all benefits of former GSX Group Employees who had terminated employment with GSX prior to December 1, 1998 with a vested right to a retirement benefit under the GSX Corporate Plan or the GSX Hourly Plan, respectively, but had not yet begun to receive such benefit (the "November 30, 1998 GSX Deferred Vested Benefit") shall become liabilities of this Plan and be paid by this Plan in accordance with this Appendix B-31. Set forth in the records of this Plan is information required to calculate the November 30, 1998 GSX Deferred Vested Benefit payable at Normal Retirement Age of the terminated vested GSX Group Employees listed in such records and the records of the GSX Corporate Plan and the GSX Hourly Plan, respectively. The November 30, 1998 GSX Deferred Vested Benefits of such GSX Group Employees shall be expressed as a monthly payment of a single life benefit commencing at age 65. Such benefits shall be subject to the annuity requirements specified in Section 6.6 of this Plan and shall be payable in the optional forms permitted under the GSX Corporate Plan or the GSX Hourly Plan, as applicable, pursuant to subsection (l) below. For purposes of converting a GSX Group Employee's November 30, 1998 GSX Deferred Vested Benefit to an actuarially equivalent lump sum payment (if and when available), the provisions of subsection (l) below shall apply.

(g) Special Early Retirement Incentive Program for GSX Group Employees. The following provisions shall apply to the enhanced early retirement benefit (the "Special GSX Early Retirement Incentive") that the Company shall offer to selected GSX Group Employees during a window period opening November 1, 1998 and closing March 31, 1999.

- (1) Eligibility. Any GSX Group Employee selected by the Employer for participation in this Special GSX Early Retirement Incentive who –
- (i) is a participant in the GSX Corporate Plan or the GSX Hourly Plan as of November 1, 1998;
 - (ii) attains age 55 by March 31, 1999;
 - (iii) completes at least five years of Continuous Employment under the GSX Corporate Plan or five years of Continuous Service under the GSX Hourly Plan, as applicable, or is age 65 or older (without regard to years of Continuous Employment or Continuous Service) by March 31, 1999;
 - (iv) files with the Company a written Acceptance of Early Retirement Benefits and Release, in the form prepared and in the manner specified by the Company, not earlier than November 1, 1998 and not later than 45 days after the GSX Group Employee receives